

# EXHIBIT A

*a professional corporation*

Eric B. Fisher  
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New York, New York 10017  
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March 19, 2010

**FEDERAL RULE OF EVIDENCE 408 SETTLEMENT COMMUNICATION**

LDI Incorporated  
Attn: David N. Shane  
54 Monument Cir., Ste. 800  
Indianapolis, IN 46204-2949

**Re: Delphi Corporation, et al, v. LDI Incorporated  
Case No. 07-02720**

Dear LDI Incorporated:

We represent DPH Holdings Corp. and certain of its affiliated reorganized debtors (collectively, the "Reorganized Debtors"), formerly known as Delphi Corporation and its affiliates (collectively, the "Debtors"), in connection with the above-referenced adversary proceeding, seeking recovery of amounts paid by the Debtors during the ninety-day preference period preceding their Chapter 11 filing<sup>1</sup>. Please read the information below carefully. As explained below, we are interested in the expeditious resolution of this matter.

Procedural History

On October 8 and 14, 2005 (the "Petition Dates"), the Debtors filed for relief under chapter 11 of the Bankruptcy Code. On or about September 26, 2007, the Debtors commenced this action against you by filing the enclosed Complaint under seal with the Bankruptcy Court, in accordance with procedures approved by the Court in an August 16, 2007 order, a copy of which is enclosed. On October 6, 2009, the Debtors substantially consummated their plan of reorganization, at which point the Reorganized Debtors were vested with authority to prosecute the claims asserted against you in this action. At the request of the Reorganized Debtors, the Bankruptcy Court has now issued the enclosed Summons in this action, and your court-ordered time to answer, move or otherwise respond to the Complaint is as specified in the Summons. In addition, you are required to appear in Court on the initial pretrial conference date specified in the Summons.

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<sup>1</sup> Please note that the law firm of Togut Segal and Segal, LLP, identified as Plaintiff's counsel on the face of the summons, is no longer counsel of record. Butzel Long has replaced the Togut firm in this action and all correspondence and inquiries should be made to Butzel Long.

# EXHIBIT B

Name Searched On:**LDI LIMITED (Legal)****Current Information**Entity Legal Name:**LDI, LTD. (LIMITED PARTNERSHIP)**Entity Address:**54 MONUMENT CIRCLE, 8TH FLOOR, INDIANAPOLIS, IN 46204****General Entity Information:**Control Number: **LP91080004**Status: **Merged**Entity Type: **Domestic Limited Partnership (LP)**Entity Creation Date: **8/5/1991**Entity Date to Expire: **12/22/2046**Entity Inactive Date: **1/1/2004****Other Names for this Entity:**

Date	Name (Type)
8/5/1991	LDI, LTD. (Assumed / MARION County )
8/5/1991	LDI, LTD (Assumed / Marion County )

**Additional Services Available:****This Business Entity is not eligible to receive a Certificate of Existence/Authorization.**

	<b>View additional information for the entity, including transaction history, merger information, registered agent, principals and corporate report information (years paid and years due).</b>
 	<b>Generate Copies of Business Entity Documents.</b>
	<b>Request Information Printouts or Certificates.</b> There is no fee to place an order; however, you will be billed for any statutory fees associated with your order. <a href="#">View fee schedule</a> <a href="#">View turn around time</a>

**(NEW SEARCH)**If you encounter technical difficulties while using these services, please contact the *accessIndiana* Webmaster.

If you are unable to find the information you need through the resources provided on this web site, please contact Secretary of State Todd Rokita's Business Services Division at 317-232-6576.

« Back to the SOS Web site

# EXHIBIT C

**BUTZEL LONG**  
ATTORNEYS AND COUNSELORS

*a professional corporation*

Eric B. Fisher  
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fishere@butzel.com

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New York, New York 10017  
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April 19, 2010

**FEDERAL RULE OF EVIDENCE 408 SETTLEMENT COMMUNICATION**

LDI Incorporated  
4311 Patterson S.E.  
Grand Rapids, MI 49512

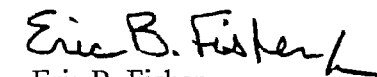
**Re: Delphi Corporation, et al, v. LDI Incorporated**  
**Case No. 07-02720**

Dear LDI Incorporated:

We were recently advised by Mr. Gary Bilsland of LDI Limited that LDI Limited is not affiliated with LDI Incorporated. Therefore, we are forwarding all service of process and preceding documents to you for immediate attention.

Please forward same to your legal counsel.

Very truly yours,



Eric B. Fisher  
Cynthia J. Haffey

# EXHIBIT D

Nantz, Litowich, Smith, Girard & Hamilton  
Harold E. Nelson (P-27974)  
2025 E. Beltline, S.E., Suite 600  
Grand Rapids, MI 49546  
Telephone: (616) 977-0077  
Facsimile: (616) 954-0529  
E-Mail: [hal@nlsg.com](mailto:hal@nlsg.com)

*Attorneys for Lankfer Diversified Industries Incorporated  
d/b/a LDI Incorporated*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**DELPHI CORPORATION, et al.,**  
  
Debtor.

Case No. 05-44481(RDD)  
Chapter 11  
Hon. Robert D. Drain

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**DELPHI CORPORATION, et al.,**  
  
Plaintiff,

Adversary Proceeding  
No. 07-02723(RDD)

-vs-

**LDI INCORPORATED,**  
  
Defendant.

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**DECLARATION OF SANDREN SCHOLLAART**

SANDREN SCHOLLART declares as follows:

1. I am the controller of Lankfer Diversified Industries Incorporated *d/b/a LDI Incorporated ("LDI")*.
2. I make this Declaration based on personal knowledge and, if called as a witness, would testify to the facts contained herein.



3. Until late April, 2010, LDI did not know that in 2007, Delphi Corporation, and its affiliates or successors (collectively, "**Delphi**") had commenced a lawsuit under seal against LDI seeking to avoid and recover over \$4 Million in allegedly preferential transfers made by Delphi.

4. Because LDI did not know it had been sued by Delphi, it took no special steps to organize or preserve its records with respect to Delphi. In particular, since Delphi filed its lawsuit against LDI under seal, key employees of LDI with respect to LDI's relationship with Delphi, have left LDI's employ. Specifically, the chief executive officer and chief financial officer of LDI left LDI's employ. LDI took no special steps to preserve their papers, electronic documentation and notes, nor did LDI take any steps to conduct exit interviews of such personnel with respect to potential claims and defenses involving an eventual lawsuit by Delphi.

5. If LDI had known that Delphi had commenced an action, it would have taken special steps to organize and preserve its records and information with respect to its transactions with Delphi.

6. LDI has been prejudiced in its ability to defend this adversary proceeding by the delay in receiving notice and service of the Complaint against it.


7. LDI filed a Proof of Claim (Claim No. 9832) on July 18, 2006. The Proof of Claim form had been supplied by Delphi, partially completed, and reflected LDI's name and address as follows:

Ldi Incorporated  
4311 Patterson  
Grand Rapids, MI 49512

8. In addition to the Proof of Claim, LDI and Delphi exchanged various documentation prior to Delphi's bankruptcy, all which clearly reflected LDI's proper address (examples of which are attached) and likewise, exchanged documents subsequent to the bankruptcy filing showing LDI's proper address.

9. I make this Declaration under penalty of perjury.

Dated: May 13, 2010

  
\_\_\_\_\_  
Sandren Schollaart

f:\data\ldi\delphi\ap\declaration (schollaart) 5-12-10.doc

Buyer:

DELPHI  
 ENERGY & CHASSIS SYSTEMS  
 5820 DELPHI DR  
 TROY MI 48098

Deliver to:

DELPHI E & C CHIHUAHUA # 1  
 AV DE LAS INDUSTRIAS 4907  
 31110  
 MEXICO

LANKFER DIVERSIFIED INDUSTRIES INC  
 LDI INC  
 4311 PATTERSON AVE SE  
 GRAND RAPIDS MI 49512

Requirements Contract

PO Number 550059819 Date Issued 20-Sep-2004  
 Version 26-Jul-2005 15:59:28

*Attachments  
 to Schollett  
 Declaration*

Vendor:

DUNS No: 084682202

Payment Terms: 2/11/2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No. Description	Plant
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00010 25377349 JU01 DELPHI E & C CHIHUAHUA # 1

SOLENOID ASM-EVAP EMIS CNSTR VENT VLV

\*\*\*THIS AMENDMENT EXTENDS ITEM\*\*\*

\*\*\*THIS AMENDMENT CHANGES PRICE & VALIDITY\*\*\*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Sep-2004	05-Jan-2005	USD	3,917.00	1,000	PC
06-Jan-2005	24-Jul-2005	USD	4,087.00	1,000	PC
25-Jul-2005	31-Dec-2006	USD	3,917.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*OK 10/21/05*

This Contract replaces previous contract # -.

\*\*\*\*\*

\*\*\*\*\*

As a supplier to Delphi Energy & Chassis you must use a Delphi

Purchasing Contact: Smith, Lille

Phone: 248-813-4356

Fax: 248-813-4599

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
 5725 Delphi Drive,  
 TROY MI 48098-2815

LANKFER DIVERSIFIED INDUSTRIES INC  
 LDI INC  
 4311 PATTERSON AVE SE  
 GRAND RAPIDS MI 49512

# Requirements Contract

PO Number	Date Issued
550059819	20-Sep-2004
Version	
26-Jul-2005 15:59:28	

Item No.	Material No.	Description	Plant
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## Notes Continued

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company.

\*\*\*\*\*

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

11/16/04 - Alteration to change payment terms from ZMN2 to Z23. cap

12/10/04 - Alteration to change payment terms from Z23 to ZMN2 cap

02/23/05 - Alteration to change validity of REQUIREMENTS CONTRACT and change price and price validity on Material 25377349 (Item 10). (Change piece price to include packaging at \$.017 per piece) dmp

07/26/05 - Alteration to extend REQUIREMENTS CONTRACT and change price and price validity on Material 25377349 (Item 10). Price change based on packaging change from expendable to returnable dmp

DELPHI

B C D and E Pg 13 of 23

Energy &amp; Chassis Systems

4:25 PM

Page 1 of 2

## Buyer:

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48098

## Deliver to:

DELPHI E & C ROCHESTER  
1000 LEXINGTON AVE  
ROCHESTER NY 14606

LANKFER DIVERSIFIED INDUSTRIES INC  
LDI INC  
4311 PATTERSON AVE SE  
GRAND RAPIDS MI 49512

## Requirements Contract

PO Number

550059652

Date Issued

09/15/2004

Version

12/13/2004 15:48:28

Vendor No: 1008260

DUNS No: 084682202

Payment Terms: ZMM2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No.	Description	Plant		
00010	25360850	SOLENOID ASM - EVAP EMIS CNSTR AIR INL	E401 DELPHI E & C ROCHESTER		
***THIS AMENDMENT CHANGES PRICE***					
***THIS AMENDMENT CHANGES VALIDITY***					
Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2004	12/31/2004	USD	2,558.00	1,000	PC
01/01/2005	12/31/2005	USD	2,507.00	1,000	PC
01/01/2006	12/31/2006	USD	2,457.00	1,000	PC
01/01/2007	12/31/2007	USD	2,407.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

## Notes:

This Contract replaces previous contract # --  
\*\*\*\*\*

Purchasing Contact: Smith, Lille

Phone: 248-813-4356

Fax: 248-813-4599

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
5725 Delphi Drive,  
TROY MI 48098-2815

LANKFER DIVERSIFIED INDUSTRIES INC  
LDI INC  
4311 PATTERSON AVE SE  
GRAND RAPIDS MI 49512

Requirements Contract	
PO Number	Date Issued
550059652	09/15/2004
Version	
12/13/2004 15:48:28	

Item No.	Material No. Description	Plant
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Notes Continued:

\*\*\*\*\*  
As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

11/16/04 - Alteration to change payment terms from ZMN2 to Z23. cap  
12/10/04 - Alteration to change payment terms from Z23 to ZMN2. cap  
12/13/04 - Alteration to change validity of REQUIREMENTS CONTRACT and change price and price validity on Material 25360850 (Item 10). Add LTA pricing - Pricing currently in SAP reflects pricing when volume reaches certain point SA 550059652 & 550015867 dmp

# EXHIBIT E

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 05-44481-rdd

- - - - -x

In the matter of:

DPH HOLDINGS CORP., et al.,

Reorganized Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

April 1, 2010

10:44 AM

B E F O R E:

HON. ROBERT D. DRAIN

U.S. BANKRUPTCY JUDGE

VERITEXT REPORTING COMPANY

212-267-6868

516-608-2400



HEARING re Reorganized Debtors' Emergency Motion for Order  
Under Section 105(a) of the Bankruptcy Code, Fed. R. Bankr. P.  
7004(a) and 9006(b)(1) and Fed. R. Civ. P. 4(m) Extending  
Deadline to Serve Process for Certain Avoidance Actions

Transcribed by: Lisa Bar-Leib

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A P P E A R A N C E S :

BUTZEL LONG P.C.

Attorneys for DPH Holdings Corp., Reorganized Debtors  
380 Madison Avenue  
22nd Floor  
New York, NY 10017

BY: ERIC B. FISHER, ESQ.

TOGUT, SEGAL & SEGAL LLP

Attorneys for DPH Holdings Corp., Reorganized Debtors  
One Penn Plaza  
New York, NY 10110

BY: DANIEL F.X. GEOGHAN, ESQ.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Attorneys for Kostal of America Inc. and also Kostal  
Mexicana S.A. de C.V.  
150 West Jefferson  
Suite 2500  
Detroit, MI 48226

BY: DONALD J. HUTCHINSON, ESQ.

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ROBINSON & COLE LLP

Attorneys for Prudential Relocation, Prudential Relocation  
Incorporated, Prudential Relocation International  
1055 Washington Boulevard  
9th Floor  
Stamford, CT 06901

BY: NATHAN C. ZEZULA, ESQ.

HONIGMAN MILLER SCHWARTZ & COHN LLP

Attorneys for Affinia Canada Corp., Itapsa S.A. de C.V., a  
Mexican company, and Wix Filtration Products Europe  
Limited and Valeo Schalter und Sensoren GMBH  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226

BY: JUDY B. CALTON, ESQ.

1  
2 BODMAN LLP

3 Attorneys for Freudenberg-NOK General Partnership,  
4 Freudenberg-NOK, Inc., Flexitech Inc. and Vibracoustic of  
5 Mexico, S.A. de C.V.

6 1901 St. Antoine Street

7 6th Floor at Ford Field

8 Detroit, MI 48226

9  
10 BY: RALPH E. MCDOWELL, ESQ.

11 (TELEPHONICALLY)  
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1 bankruptcy clerk. And that's why we requested the extension.

2 Since filing the motion on March 25th, in most  
3 instances, those summonses have been issued. But I still  
4 believe, Your Honor, that it would be prudent to grant the  
5 extension as to those defendants. And we're requesting only a  
6 thirty-day extension of the service deadline in order to ensure  
7 that we can accomplish service before that deadline expires.

8 THE COURT: Okay. How many do you have left, do you  
9 know?

10 MR. FISHER: Unissued summonses, Your Honor? I  
11 believe of the twenty-one, there is only one remaining.

12 THE COURT: All right.

13 MR. FISHER: The second category are instances where  
14 we have attempted to accomplish service, again on domestic  
15 defendants, but for one reason or another, service was  
16 returned, in many instances because those companies are  
17 reportedly now defunct or may have relocated. So as to those  
18 defendants, we're also requesting an extension of the service  
19 deadline by thirty days in order to make a determination as to  
20 whether it makes sense to proceed with those actions and to try  
21 to complete service before the court-ordered deadline expires.

22 THE COURT: Did you -- are these claimants -- so you  
23 got the address off of proof of claim or --

24 MR. FISHER: Yeah. In instances where we were  
25 dealing with claimants, we checked the claim register to

1 identify addresses that way.

2 THE COURT: Okay. And the other ones, you got their  
3 address by doing corporate searches?

4 MR. FISHER: Exactly, Your Honor.

5 THE COURT: Okay.

6 MR. FISHER: And to my knowledge, again, I suppose  
7 there are questions about the extent to which our motion  
8 reached these defendants, but we attempted to serve them at the  
9 best addresses we could identify by FedEx and there are no  
10 objections.

11 THE COURT: And -- these are only eleven, I think,  
12 actions. The summons and complaint was returned as  
13 undeliverable? Is that what happened --

14 MR. FISHER: Yes.

15 THE COURT: -- in each case?

16 MR. FISHER: Yes.

17 THE COURT: All right. And you've already checked to  
18 see whether, in fact, you had the address wrong and, as far as  
19 you could tell, the address was right?

20 MR. FISHER: That's correct. And so, we're doing  
21 what we can to determine alternative addresses with regard to  
22 these eleven.

23 THE COURT: Okay. All right. Does anyone have  
24 anything to say on the relief with regard to these two  
25 categories of adversary proceedings, that is, the originally

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C E R T I F I C A T I O N

I, Lisa Bar-Leib, certify that the foregoing transcript is a true and accurate record of the proceedings.

---

LISA BAR-LEIB

AAERT Certified Electronic Transcriber (CET\*\*D-486)

Veritext

200 Old Country Road

Suite 580

Mineola, NY 11501

Date: April 6, 2010